

ATTORNEY GENERAL OF THE STATE OF NEW YORK
LABOR BUREAU

In the Matter of

Assurance No. 17-133

**Investigation by ERIC T. SCHNEIDERMAN,
Attorney General of the State of New York, of**

Star Fine Foods, Inc., Star Fine Foods II, Inc., Star
Fine Foods IV, Inc., and Sandeep Singh

**ASSURANCE OF DISCONTINUANCE AND
ADMINISTRATIVE SETTLEMENT AGREEMENT**

The Office of Attorney General of the State of New York (the “Attorney General”) and the United States Department of Labor (“USDOL”) have investigated Star Fine Foods, Inc., Star Fine Foods II, Inc., Star Fine Foods IV, Inc. (collectively, “Star Fine”), which are Papa John’s Pizza franchises located in Brooklyn, New York. The Attorney General and USDOL also investigated Sandeep Singh, the owner and operator of Star Fine. The Attorney General and USDOL examined whether Singh and Star Fine failed to pay their employees certain required wages in violation of the Fair Labor Standards Act (“FLSA”); Article 6 (Payment of Wages) and Article 19 (Minimum Wage Act) of the New York Labor Law (“NYLL”); New York Codes, Rules, and Regulations (“N.Y.C.R.R.”), Title 12, Chapter II, Subchapter B, Part 146 (“Hospitality Wage Order”); and N.Y.C.R.R. Title 12, Chapter II, Subchapter B, Part 137 (“Minimum Wage Order for the Restaurant Industry”). The Attorney General and USDOL jointly conducted the afore-mentioned investigation of Star Fine and Singh (the “Investigation”). This Assurance of Discontinuance and Administrative Settlement Agreement (the “Assurance and Agreement”) contains the findings of the Investigation and the relief agreed to by the Attorney General, USDOL, and Star Fine (collectively, the “Parties”).

RELEVANT STATUTORY FRAMEWORK

1. The New York Labor Law requires that employers pay manual workers such as delivery workers all wages for all hours worked on a weekly basis. New York Labor Law § 191(1)(a). The Fair Labor Standards Act and New York Labor Law also require that employers pay covered employees the minimum wage and one half times an employee's regular rate for hours worked over forty in a week. 29 U.S.C. §§ 206(a), 207; 12 N.Y.C.R.R. §§ 146-1.2, -1.4. The current minimum wage is \$7.25 per hour under federal law, between \$9.70 and \$11.00 per hour for all industries, except for fast food, in the state of New York¹, and \$12.00 per hour for fast food employees in New York City. Employers must also pay one additional hour of pay at the basic minimum hourly rate on each day when an employee's spread of hours exceeds ten. 12 N.Y.C.R.R. § 146-1.6.

2. Employers are required to notify employees, at their time of hire and in the employees' primary language, of their rate of pay and obtain a written acknowledgement from employees of receipt of notice, and provide a pay record to employees with all payments reflecting gross payments, deductions, and net payments. NYLL § 195(1), (3); 12 N.Y.C.R.R. §§ 146-2.1 to -2.2. Employers are also required to create and maintain contemporaneous and accurate payroll records for six years showing each employee's regular and overtime rates, claimed tip credit, deductions, daily and weekly hours worked, and gross and net wages paid. NYLL § 195(4); 12 N.Y.C.R.R. § 146-2.3.

¹ New York City employers of 11 employees or more currently must pay a minimum wage of \$11.00 per hour, New York City employers of 10 employees or fewer currently must pay a minimum wage of \$10.50 per hour, Long Island and Westchester employers currently must pay a minimum wage of \$10.00 an hour, and all other New York State employers currently must pay a minimum wage of \$9.70 per hour.

3. As of December 31, 2015, any person employed or permitted to work at or for a fast food establishment by any employer where such person's job duties include customer service, cooking, food or drink preparation, delivery, security, stocking supplies or equipment, cleaning, or routine maintenance is considered a "fast food employee" under New York Law. 12 N.Y.C.R.R. § 146-3.3. The minimum wage for all fast food employees is \$12.00 per hour in New York City and \$10.75 per hour in New York State and will increase over time according to a set schedule. 12 N.Y.C.R.R. § 146-1.2(b).

4. Where employers require employees to wear a uniform, the employer must pay employees uniform maintenance pay (currently \$13.70 per week for employees working over 30 hours per week in New York City where the employer has 11 employees or more) unless (a) the uniform can be regularly washed with personal garments and the employer furnishes uniforms to employees consistent with the average number of days per week worked by the employee, or (b) the employer provides laundry services that launders required uniforms free of charge at a reasonable frequency and informs employees in writing of such services. 12 N.Y.C.R.R. § 146-1.7.

FINDINGS

Introduction and Background

5. Star Fine was composed of three Papa John's Pizza ("Papa John's") franchise stores. Singh and Star Fine currently operate two Papa John's stores in New York State: Star Fine Foods, Inc. located at 1016 Coney Island Avenue, Brooklyn; and Star Fine Foods, II, Inc. located at 5804 5th Avenue, Brooklyn. At times relevant to the Investigation, Singh and Star Fine operated a third New York Papa John's store, Star Fine Foods IV, Inc., at 1612 Neptune Avenue, Brooklyn, but no longer own a store at that location. Star Fine is wholly owned by Sandeep Singh.

6. The sole activity of Star Fine is to operate the Papa John's franchise stores identified in paragraph 1. Star Fine's operations consist of the preparation and delivery of Papa John's pizza and other Papa John's food and beverages to customers in Kings County, New York.

7. The three-year investigation by the Attorney General and the DOL into Singh's and Star Fine's pay practices included a review of payroll and business records produced by Star Fine, taking testimony of Singh and Star Fine's representatives, interviews of affected employees and other hearings pursuant to subpoenas issued by the Attorney General.

Practices Related to Payment of Wages

8. The Investigation revealed that from approximately January 2011 until at least December 31, 2013 (the "Relevant Period"), Singh and Star Fine paid employees only their regular hourly rates for hours worked in excess of 40 per week instead of paying overtime at one-and-a-half times the employees' regular hourly rates, as required by law. For example, an employee paid a regular wage of \$8.00 per hour and working more than 40 hours in a workweek received \$8.00 per overtime hour, instead of the required \$12.00 per overtime hour.

9. Star Fine accomplished this by instructing employees to clock-in to the store's time-keeping system, called "PROFIT," under both their legal names and an alias. Specifically, Star Fine, by Singh and others, instructed employees to clock-in using their legal name for approximately the first thirty (30) hours worked in a weekly shift, and to clock-in using the alias for hours worked thereafter. Star Fine paid the employees at their regular wage rate for all hours worked under their legal name and alias, and did not pay employees overtime at one-and-a-half times the hourly rate for hours worked in excess of 40 per week.

10. The Investigation also revealed that during the relevant period, Singh and Star Fine failed to pay proper spread of hours by paying one additional hour of pay at the regular minimum

wage on each day when employees' spread of hours exceeded ten. 12 N.Y.C.R.R. § 146-1.6.

Practices Related to Delivery Workers' Work-Related Expenses

11. The Investigation also revealed that from January 1, 2011 to December 31, 2011, Singh and Star Fine required employees to wear a uniform, but did not pay the employees uniform maintenance pay, provide the employees with uniforms consistent with the average number of days per week worked by the employee, or provide laundry services to launder the required uniforms free of charge at a reasonable frequency. This practice violates 12 N.Y.C.R.R. § 146-1.7.

12. Based on the foregoing, the Attorney General and DOL have concluded that Singh and Star Fine engaged in a pattern and practice of conduct that violates, *inter alia*, Executive Law § 63(12); the Fair Labor Standards Act; New York Labor Law; and New York Codes, Rules, and Regulations, as amended, Title 12, Chapter II, Subchapter B, Parts 137 and 146.

13. Star Fine and Singh do not contest the Attorney General's and DOL's assertions that its actions violated the statutory provisions cited above.

RELIEF

WHEREAS, Executive Law § 63(12); the New York Labor Law, as amended, Article 6 (Payment of Wages), § 190 *et seq.* and Article 19 (Minimum Wage Act), § 650 *et seq.*; New York Codes, Rules, and Regulations, as amended, Title 12, Chapter II, Subchapter B, Parts 137 and 146; and the Fair Labor Standards Act of 1938, as amended, 29 U.S.C. § 201 *et seq.* (collectively "Wage and Hour Laws"), *inter alia*, (1) require the payment of minimum wage and overtime compensation; (2) require employers to reimburse employees for required expenses; and (3) provide other rights to eligible employees and remedies for failure to comply therewith; and

WHEREAS, the Investigation reveals that Singh and Star Fine violated the aforementioned laws and regulations;

WHEREAS, the parties believe that the obligations imposed by this Assurance and Agreement are appropriate and in the public interest; and

WHEREAS, Sandeep Singh and Star Fine are represented by counsel, Eric Su, Ford & Harrison, LLP, 100 Park Avenue #2500, New York, New York 10017;

THEREFORE, the Attorney General is willing to accept the terms of this Assurance and Agreement pursuant to New York Executive Law § 63(15) in lieu of commencing a statutory proceeding for violations of the Wage and Hour Laws during the Relevant Period.

IT IS HEREBY UNDERSTOOD AND AGREED, by and between the Parties:

Entities Bound By Assurance and Agreement

14. This Assurance and Agreement binds, jointly and severally, (a) Sandeep Singh and (b) Star Fine, and its principals, directors, beneficial owners, officers, shareholders, successors, assigns, and “d/b/a” companies.

Compliance with Wage and Hour Laws and Other Laws Governing Employment Practices

15. Sandeep Singh and Star Fine hereby acknowledge that they understand and will comply with all applicable federal, state, and local laws, including but not limited to the Fair Labor Standards Act, New York Labor Law, and New York Codes, Rules, and Regulations, Title 12. Specifically, Sandeep Singh and Star Fine will:

- a. pay all employees for all hours worked, at a rate that meets or exceeds the minimum wage and overtime wage rates required by law, including any increases mandated by federal, state, or municipal law. This requirement includes but is not limited to paying any legally mandated increases in the hourly wage for employees. Sandeep Singh and Star Fine agree to consult the New York State Department of Labor website on a monthly basis to confirm when any wage rate changes under

the Hospitality Wage Order will become effective, and to implement any such wage rate changes on or before the effective date;

b. pay all employees an additional hour of pay at the New York State minimum wage for days in which an employee's spread of hours exceeds ten (10) per day, pursuant to 12 N.Y.C.R.R. § 146-1.6;

c. pay all wages on at least a weekly basis, as required by New York Labor Law § 191(1)(a);

d. pay employees call-in pay as required by 12 N.Y.C.R.R. § 146-1.5;

e. maintain all employee-specific payroll records required by law, including an accurate and contemporaneous record of hours worked and actual pay received for such hours;

f. provide to all employees prior to the start of employment a written Notice of Pay Rates and Pay Day ("Notice") pursuant to 12 N.Y.C.R.R. § 146-2.2, in English and any other language spoken by employees as their primary language, if the New York State Department of Labor provides such Notice in the language, setting forth each employee's regular hourly pay rate, overtime hourly pay rate, and the regular payday, and maintain an acknowledgment of receipt signed by the employee;

g. comply with the Fair Labor Standards Act and New York Labor Law by providing full reimbursement to employees in a timely manner for any employee payment of expenses necessary to perform job duties. Specifically, Star Fine shall:

i. reimburse employees for the cost of using personal telephones for work purposes unless such use is expressly prohibited by Star Fine;

- ii. reimburse employees for all costs related to the use and maintenance of employee-owned automobiles for work, including but not limited to gas, insurance, repairs, maintenance, and depreciation, by reimbursing actual driving expenses incurred by delivery workers while making deliveries or by reimbursing delivery workers for miles driven for deliveries using the Internal Revenue Service Standard Mileage Rate; and
- iii. comply with the Hospitality Wage Order for required uniforms by laundering any required employee uniforms or by paying employees uniform maintenance pay (\$10.90 per week for employees working over 30 hours per week). However, if such uniforms are wash and wear, Star Fine need not launder uniforms or pay employees so long as Star Fine furnishes uniforms to employees consistent with the average number of days per week worked by its employees.

No Retaliation

16. Star Fine agrees that it shall comply with New York Labor Law § 215 and shall not in any manner discriminate or retaliate against any of its employees, including but not limited to employees who cooperated or are perceived to have cooperated with the Investigation of this matter. Star Fine agrees not to discharge, refuse to hire, or take any adverse action against any of these employees except for legitimate, non-discriminatory reasons unrelated to the Investigation or to any past, present, or future participation in any activities involving the exercise of their legal rights under the Fair Labor Standards Act, the New York Labor Law, and New York Codes, Rules, and Regulations.

Complaint Procedures

17. Star Fine agrees that within thirty (30) days of the full execution of this Assurance and Agreement (the “Effective Date”), Star Fine shall create and implement procedures, subject to the Attorney General’s approval, (a) for employees to complain to Star Fine regarding violations of this Assurance and Agreement, including potential New York Labor Law violations in their employment; and (b) for the Investigation and resolution of any complaints regarding pay practices, including but not limited to complaints alleging violations of this Assurance and Agreement and/or any legal requirements referenced in this Assurance and Agreement. Star Fine agrees to maintain a written log of these formal or informal complaints by employees or their representatives regarding the failure to pay minimum and overtime wages, as well as unlawful deductions from wages. The log shall include a written record of at least the following information: (a) name of the complainant; (b) nature of the complaint; (c) person to whom the complaint was made; (d) date of complaint, (e) nature of the Investigation into the complaint; (f) resolution of the complaint; (g) date of the resolution of the complaint; and (h) date the resolution was communicated to the complainant. Star Fine agrees to maintain these records for a period of at least three (3) years after the Assurance and Agreement is executed (the “effective period”) and to produce such documents to the Attorney General on the first day of each calendar quarter during the effective period.

Written Handbook for Employees

18. Star Fine agrees to provide to all employees on the first day of their employment or within thirty (30) days of the Effective Date a handbook (“Handbook”), in English and any other language predominantly spoken by employees in any Star Fine store, that summarizes in simple and accessible language the requirements set forth in paragraphs 13 through 15 of this Assurance

and Agreement. Such Handbook shall be submitted to the Attorney General within fifteen (15) days of the Effective Date and is subject to the prior approval of the Attorney General, which shall not be unreasonably withheld. The Handbook shall provide, among other things, a summary of employees' rights under New York Labor Law and other relevant state, federal, and local statutes, including but not limited to minimum wage and overtime rights, the right to be paid for all hours worked, and the right to reimbursement for necessary work expenses. Employees will be given at least fifteen minutes of paid work time to review this Handbook, which may be in the form of paid training, and shall sign acknowledgment forms that they have received and understand the Handbook. The Handbook shall be distributed to employees already employed within ten (10) days of the Attorney General's approval of the Handbook and to the newly employed on their first work day.

Supervisor Training

19. Within thirty (30) days of the Effective Date, Star Fine agrees to train all of its currently employed supervisory personnel on the requirements of the policies described in paragraphs 15 through 18 of this Assurance and Agreement and the applicable laws. Star Fine agrees to train all newly hired or newly promoted supervisors within ten (10) days of their start date of employment on the same topics.

Posting

20. Star Fine agrees to post all notices for employees as required by law, including those setting forth employee rights with respect to wage and hour laws and the right to be free from retaliation. In addition, Star Fine agrees to post a copy of the notice attached hereto as Exhibit A, setting forth employee rights with respect to this Assurance and Agreement, in conspicuous areas, and to keep such notice posted for the effective period.

Recordkeeping

21. Star Fine agrees to create and maintain all employment documents as defined by this Assurance and Agreement for the effective period, provided that Star Fine further agrees to comply with the six (6) year recordkeeping requirements as set forth in New York Labor Law and 12 N.Y.C.R.R. Part 146. As defined by this Assurance and Agreement, “employment documents” means all documents used and maintained by Star Fine with respect to the employment of individuals by Star Fine within the State of New York, including (a) all documents employees must review and/or complete in order to be employed by Star Fine, including but not limited to required notices, employee manuals, and acknowledgements of receipt thereof; (b) documents created by Star Fine related to its employment practices, including but not limited to payroll records, revenue and expense reports, time records, weekly schedules, records of reimbursed employee expenses, tax documents, including but not limited to New York State Department of Taxation and Finance NYS-45 Quarterly Combined Withholding, Wage Reporting, and Unemployment Insurance Returns (“NYS-45 Quarterly Returns”), and proof of purchase of workers’ compensation and disability insurance for all employees; and (c) information concerning employee complaints regarding Star Fine’s pay practices, including but not limited to the complaint log and any underlying documents relating to the complaint log.

Ongoing Cooperation

22. Sandeep Singh and Star Fine agree to cooperate with all ongoing requests by the Attorney General for information related to this Investigation, including but not limited to any inquiries regarding Papa John’s, and to ensure compliance with this Assurance and Agreement. During the effective period, Star Fine agrees that the Attorney General shall have full access to the contact information of its employees in order to reach them through the telephone or electronic

means. Star Fine agrees to inform its employees about this method and encourage its employees to cooperate with the Attorney General fully.

Compliance Officer

23. Within thirty (30) days of the Effective Date, Star Fine agrees to designate an employee or agent, who must have human resources experience and familiarity with this Assurance and Agreement and the laws referenced in this Assurance and Agreement, including but not limited to the New York Labor Law, the Hospitality Wage Order, and the Fair Labor Standards Act, as the “Compliance Officer.” This designation is subject to the prior approval of the Attorney General. The Compliance Officer must have managerial responsibility over all of Star Fine’s current establishments and report directly to Star Fine. Should there be additional future establishments, the Compliance Officer must also have managerial responsibility over them.

24. Star Fine agrees that the Compliance Officer will be responsible for implementing all requirements referenced in paragraphs 15 through 26, including but not limited to: (a) drafting, updating, and disseminating the Handbook in accordance with paragraph 18, designing and conducting the trainings in accordance with paragraph 19, instituting and implementing complaint procedures in accordance with paragraph 17, and ensuring that all postings are appropriately placed in conspicuous areas in all workplaces and updated as needed; and (b) obtaining and maintaining all acknowledgments, and creating and maintaining all required records and providing the same to the Attorney General, and to USDOL upon request by USDOL.

25. Within fifteen (15) days of approval by the Attorney General of such designation of the Compliance Officer, Star Fine agrees that it shall provide a written description of the Compliance Officer’s job responsibilities to the Compliance Officer, subject to approval of the Attorney General, and the Compliance Officer shall sign a written certification that he or she has

read and understands the Assurance and Agreement and his or her job responsibilities as they relate to the Assurance and Agreement, including but not limited to (a) drafting, reviewing and updating all relevant documents, including but not limited to employee payroll records, notices for employees, Handbook acknowledgment forms and complaint records, and weekly revenue records, and (b) upon receipt of a complaint of a violation of the Assurance and Agreement, conducting confidential interviews with employees outside of the presence of other employees, managers, or owners.

26. Every calendar quarter beginning October 15, 2017 and ending three (3) years after the Effective Date, the Compliance Officer shall prepare and submit to the Attorney General, and to USDOL upon request by USDOL, a report describing Star Fine's compliance with the terms of this Assurance and Agreement. The Compliance Officer's report shall include, *inter alia*:

- a. an executive summary describing the steps taken by Star Fine to comply with this Assurance and Agreement, and any violations and efforts to cure such violations identified by the Compliance Officer during the calendar quarter;
- b. a description of all documents prepared and reviewed by the Compliance Officer;
- c. copies of all documents created during the calendar quarter concerning compliance with the Assurance and Agreement, including but not limited to all employment documents as defined by this Assurance and Agreement;
- d. a signed certification from Star Fine that the payroll records attached to the report are true and correct copies of all original payroll records created during the calendar quarter, and that s/he personally reviewed such records and found them to be accurate, contemporaneous statements of the hours worked by and wages paid

to all Star Fine employees; and

e. identification of specific actions or internal policies or procedures that the Compliance Officer determines are necessary for Star Fine to take or adopt in order to comply and assure its ongoing compliance with this Assurance and Agreement; the FLSA; NYLL; N.Y.C.R.R.; other federal, state, and local laws; and any other law referred to in this Assurance and Agreement.

Penalty for Non-Compliance

27. If an inspection by the Attorney General and/or USDOL, and/or a Compliance Officer examination shows a breach of any paragraph of this Assurance and Agreement, Star Fine agrees to pay the Attorney General \$2,500 in liquidated damages for each violation of state law and the USDOL \$2,500 for each violation of federal law per week, per violation, for each week such violation remains uncured, beginning as of the date of the first documented violation, separate and apart from any other penalty or damages associated with the violation provided by law. For the avoidance of doubt, each unique violation of any provision of the Fair Labor Standards Act, the New York Labor Law, or New York Codes, Rules, and Regulations, Title 12 shall be considered a separate violation for purposes of this section, and accordingly liquidated damages for each violation of state law shall be due to the Attorney General and liquidated damages for each violation of federal law shall be due to the USDOL under this paragraph.

Monetary Payment

28. Star Fine agrees to pay One Hundred and Seventy-One Thousand, Eight Hundred Ninety-Five Dollars and Twelve Cents (\$171,895.12) (the “Settlement Funds”) in resolution of the Attorney General’s Investigation, which will be paid directly to the Attorney General and will be

used for distribution as restitution to Star Fine employees. Star Fine delivered to the Attorney General checks to pay the Settlement Funds, which checks shall be redeemed by the Attorney General as follows:

- a. \$6,895.12 (Check # 148) and \$15,000.00 (Check # 149) at the signing of this Assurance and Agreement, and
- b. \$15,000.00 (Checks #150 – 159) per month on the fifteenth day of every calendar month for 10 months, beginning on December 15 15, 2017 and ending on October 15, 2018.

29. The payments and all correspondence related to this Assurance and Agreement must reference “Assurance #17-133.”

30. In the event that a payment cannot be redeemed or a check fails to clear, the Attorney General may demand from Star Fine an acceleration of all of the rest of the payments that would still be due and owing after giving Star Fine fifteen (15) days of notice of the failed payment. Moreover, the Attorney General may immediately file the Confessions of Judgment as described in paragraphs 34 through 35 and attached hereto as Exhibit B.

31. The Attorney General has the sole discretion to determine which Star Fine employees shall be eligible for restitution and damages and to determine the amount of such restitution and damages. Star Fine agrees to provide reasonable cooperation necessary to locate current and former employees of Star Fine who may be eligible for restitution.

32. Star Fine delivered \$8,104.88 to USDOL for violations of the FLSA, consisting of \$4,052.44 in unpaid overtime back wages, and \$4,052.44 in liquidated damages, for employees of Star Fine as listed on the attached Exhibit C. All payments to USDOL must be in the form of a cashier or certified check made payable to “Wage and Hour Division - Labor” with “Case No.

1754028” written on the face of each check. Star Fine issued separate checks for back wage payments and liquidated damages, and “Back Wages” is written on the face of each check designated as back wages, and “Liquidated Damages” is written on the face of each check designated as liquidated damages. USDOL will deliver the proceeds of each check for back wages or liquidated damages less any legal deductions to the employees named on Exhibit B. Any sums paid pursuant to this paragraph and Exhibit B that are not distributed to the employees or to their personal representatives or estates within a period of three years, because of inability to locate the proper persons or because of such persons’ refusal to accept such sums, shall be deposited in the Treasury of the United States as miscellaneous receipts pursuant to 29 U.S.C. § 216(c).

Individual Liability

33. Sandeep Singh hereby expressly and unequivocally agrees to assume all personal and individual liability for any of the restitution and damages concerning the payment of One Hundred and Eighty Thousand Dollars (\$180,000.00) of the Settlement Funds as stated in paragraphs 28 through 32 of this Assurance and Agreement. Sandeep Singh waives any defense or argument that he is not subject to the jurisdiction of New York courts. By signing this Assurance and Agreement, Sandeep Singh hereby admits his understanding of the term “personal and individual liability” and agrees to be subject to any and all collection remedies available against an individual under the Civil Practice Law and Rules of the State of New York, including but not limited to seizure of personal assets, including property, and garnishment of wages.

Confessions of Judgment

34. Sandeep Singh agrees to execute an Affidavit of Confession of Judgment (“Confession of Judgment”) (attached hereto as Exhibit B) in the sum of Two Hundred and Nineteen Thousand Six Hundred Dollars (\$219,600.00) upon the signing of this Assurance and

Agreement. The Confession of Judgment shall be held in escrow by the Attorney General and may only be filed if Star Fine does not comply with its obligations as set forth in paragraphs 15 through 32 of this Assurance and Agreement.

35. Upon the signing of this Assurance and Agreement, Star Fine, through Sandeep Singh, as its representative, agrees to execute an Affidavit of Confession of Judgment (“Confession of Judgment”) (attached hereto as Exhibit B) in the sum of Two Hundred and Nineteen Thousand Six Hundred Dollars (\$219,600.00). The Confession of Judgment shall be held in escrow by the Attorney General and may only be filed if Star Fine does not comply with its obligations as set forth in paragraphs 15 through 32 of this Assurance and Agreement.

Miscellaneous

Subsequent Proceedings

36. In any subsequent investigation, civil action, or proceeding by the OAG to enforce this Assurance and Agreement, for violations of the Assurance and Agreement, or if the Assurance and Agreement is voided pursuant to paragraph 41, the Respondent expressly agrees and acknowledges:

- a. that any statute of limitations or other time-related defenses are tolled from and after the effective date of this Assurance;
- b. that the OAG may use statements, documents or other materials produced or provided by the Respondent prior to or after the effective date of this Assurance and Agreement;
- c. that courts of the State of New York must adjudicate the matter, and that Respondent irrevocably and unconditionally waives any objection based upon personal jurisdiction, inconvenient forum, or venue.

37. If a court of competent jurisdiction determines that the Respondent has violated the Assurance and Agreement, the Respondent shall pay to the Attorney General and USDOL the reasonable cost, if any, of such determination and of enforcing this Assurance and Agreement, including without limitation legal fees, expenses, and court costs.

Effects of Assurance and Agreement:

38. This Assurance and Agreement shall be binding on and inure to the benefit of the Parties and their respective successors and assigns, provided that no party may assign, delegate, or otherwise transfer any of its rights or obligations under this Assurance and Agreement without the prior written consent of Attorney General or USDOL.

39. Nothing contained herein shall be construed as to deprive any person of any private right under the law.

Communications:

40. All notices, reports, requests, and other communications to any party pursuant to this Assurance and Agreement shall be in writing and shall be directed as follows:

From Star Fine to the Attorney General:

New York State Office of the Attorney General, Kevin Lynch, Labor Bureau, 120 Broadway, 26th Floor, New York, New York 10271-0332 or kevin.lynch@ag.ny.gov, or in his absence, to the person holding the title of Bureau Chief, Labor Bureau.

From Star Fine to USDOL:

U.S. Department of Labor, Wage Hour Division, District Director
26 Federal Plaza, Room 3700, New York, New York 10278

From the Attorney General or USDOL to Star Fine:

Ford & Harrison, LLP, Eric Su, 100 Park Avenue, #2500, New York, New York 10017
or esu@forharrison.com.

Any changes in the person to whom communications should be specifically directed shall be made in writing in advance of the change.

Representations and Warranties:

41. The Attorney General and USDOL have agreed to the terms of this Assurance and Agreement based on, among other things, the representations made to the Attorney General and USDOL by Star Fine, Sandeep Singh, and their counsel, and the factual Investigation of the Attorney General and USDOL as set forth in the findings described in paragraphs 5 through 13 above. The Respondent represents and warrants that neither it nor its counsel has made any material representations to the OAG that are inaccurate or misleading. If any material representations by Respondent or its counsel are later found to be inaccurate or misleading, this Assurance and Agreement is voidable by the Attorney General or USDOL in their sole discretion.

42. No representation, inducement, promise, understanding, condition, or warranty not set forth in this Assurance and Agreement has been made to or relied upon by the Respondent in agreeing to this Assurance and Agreement.

43. This Assurance and Agreement will expire three (3) years after the Effective Date, except that the Attorney General or USDOL may, in their sole discretion, extend the Assurance and Agreement term upon a determination that Star Fine and Sandeep Singh have not complied with this Assurance and Agreement, which non-compliance the Attorney General and USDOL will discuss and attempt to resolve with Star Fine and Sandeep Singh in good faith before making such determination.

44. Star Fine and Sandeep Singh represent and warrant, through the signatures below, that the terms and conditions of this Assurance and Agreement are duly approved, and execution of this Assurance and Agreement is duly authorized.

General Principles:

45. Unless a term limit for compliance is otherwise specified within this Assurance and Agreement, Star Fine and Sandeep Singh's obligations under this Assurance and Agreement are

enduring.

46. Nothing contained herein shall be construed to limit the remedies available to the Attorney General and USDOL in the event that Star Fine and/or Sandeep Singh violate the Assurance and Agreement after its effective date.

47. This Assurance and Agreement may not be amended except by an instrument in writing signed on behalf of the Parties to this Assurance and Agreement.

48. In the event that any one or more of the provisions contained in this Assurance and Agreement shall for any reason be held by a court of competent jurisdiction to be invalid, illegal, or unenforceable in any respect, in the sole discretion of the Attorney General or USDOL, such invalidity, illegality, or unenforceability shall not affect any other provision of this Assurance and Agreement.

49. This Assurance and Agreement shall be governed by the laws of the State of New York without regard to any conflict of laws principles, and its terms shall be construed as if mutually drafted with no presumption of any type against any party that may be found to have been the drafter.


50. This Assurance and Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

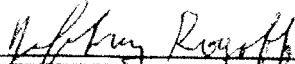
51. The effective date of this Assurance and Agreement shall be ~~December 5, 2017~~
January 2018

IN WITNESS WHEREOF, this Assurance and Agreement is executed by the parties hereto
on ~~December 5, 2017~~ ^{January 5, 2018}.

ERIC T. SCHNEIDERMAN
Attorney General of the State of New York

R. ALEXANDER ACOSTA
Secretary of Labor, U.S. Department of Labor


By: 
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By:  by D.H.
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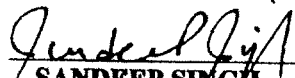
Dated: ~~December 5, 2017~~
^{January 2018}

Dated: ~~December 5, 2017~~
^{January 2018}

**STAR FINE FOODS, INC., STAR FINE FOODS, II, INC., STAR FINE FOODS, IV, INC.,
and SANDEEP SINGH**

By: 
SANDEEP SINGH
In His Own Individual Capacity

Phone: 718-737-2607
Dated: December 21, 2017

By: 
SANDEEP SINGH
President
Star Fine Foods, Inc.

Phone: 718-737-2607
Dated: December 21, 2017

By: *Sandeep Singh*
SANDEEP SINGH
President
Star Fine Foods II, Inc.

Phone: 718-737-2607
Dated: December 21, 2017

By: *Sandeep Singh*
SANDEEP SINGH
President
Star Fine Foods IV, Inc.

Phone: 718-737-2607
Dated: December 21, 2017

EXHIBIT A

NOTICE TO ALL PAPA JOHN'S STORE EMPLOYEES

This notice is posted and provided as part of a settlement agreement between the New York State Attorney General's Office and Sandeep Singh, as the result of an investigation by the Attorney General into whether these stores violated certain laws related to proper payment of wages. You have legal protections in the workplace, which may change over time. This notice states some of your relevant, current rights:

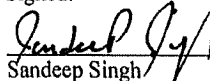
- Minimum Wage:** You must be paid at least the minimum wage, which is currently \$12 per hour in New York City. There is no "tip credit" for fast food employees. You must receive the minimum wage of \$12 per hour in New York City, regardless of whether you earn tips.
- Overtime and Spread of Hours:** You must be paid overtime at a rate of at least 1 1/2 times your regular hourly rate for every hour that you work over 40 hours in a single work week. You also have a right to be paid an additional hour in minimum wage each day that the amount of time between the start and end of your work day is more than ten (10) hours.
- Unlawful Deductions:** If your job requires you to spend money to carry out your duties – for example, to maintain a car, to buy a uniform, or to use your personal telephone for work purposes – your employer must reimburse you for those expenses. If you must drive your personal automobile to deliver food and beverages to customers, you must be reimbursed for all automobile expenses that you spend while performing delivery work, such as gas, automobile insurance and licensing fees, wear and tear, repairs, and depreciation. In addition, your employer also may not charge you for lost or stolen items, such as cash register shortages.
- Call-In Pay:** If you report during your regular shift and are prepared to work you must be paid "call-in pay" for at least three hours for one shift, or the number of hours in the regularly scheduled shift, whichever is shorter.
- Uniforms:** Your employer may require you to wear a uniform. However, your employer may not charge you for the uniform or deduct the cost of the uniform from your paycheck, and your employer must provide laundry services for free or pay you uniform maintenance pay of an amount set by law, depending on your weekly hours. This amount is currently \$12.05 to \$13.70 per week for employees working over 30 hours per week, depending on where the store is located, with lower requirements for shorter work schedules. If your uniform is "wash and wear," meaning that the uniform can be routinely washed and dried with your personal clothes, no uniform maintenance pay is required if your employer provides you with the same number of uniforms as the average number of days per week that you regularly work.
- Pay Notice:** When hired, your employer must provide you with a written notification in your primary language of your rate of pay, and provide you, with every pay period, a pay record with all payments reflecting gross payments, deductions, and net payments.
- No Retaliation:** You have the right not to be punished or retaliated against because you have complained about unlawful pay practices, to your employer or to a government agency like the Attorney General.

If you have any complaint regarding violations of the above laws, please email labor.bureau@ag.ny.gov or contact: Office of the New York State Attorney General, Labor Bureau, 120 Broadway, New York, NY 10271, Telephone: (212) 416-8700, Fax: (212) 416-8694, www.ag.ny.gov

THIS IS AN OFFICIAL NOTICE

This is an Official Notice and must remain posted for three years from the date of posting and may not be altered, defaced or covered by any other material, until December 21, 2020.

Signed:



Sandeep Singh
President
Star Fine Foods